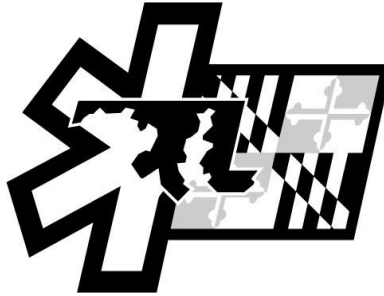


Request for Proposals

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

PROJECT NO. D53B0400003



**Maryland Institute for
Emergency Medical Service Systems
(MIEMSS)**

Issue Date: February 19, 2010

NOTICE:

Prospective Offerors who have received this document from the Maryland Institute for Emergency Medical Services Systems (MIEMSS) web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and return it to Sherry Alban, 653 West Pratt Street, Baltimore, Maryland 21201; or via fax to 410-706-4768 or via email to salban@miemss.org. Thank you for your assistance.

Bid/Proposal Number: _____

Entitled: Purchase & Implementation of an Electronic Patient Care Reporting System for the State of Maryland

I) If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive.
(Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky.
(Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory.
(Please explain below.)
- ☐ Other: _____

II) Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

Remarks:

OPTIONAL:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone: (____) _____ - _____

Address or e-mail: _____

THANK YOU!!

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

**Purchase & Implementation of an Electronic Patient Care
Reporting System for the State of Maryland**

PROJECT NO D53B0400003

RFP Issue Date: February 19, 2010

RFP Issuing Office: Maryland Institute for Emergency Medical Services Systems

Procurement Officer: Sherry Alban
Office Phone: (410) 706-3145
Facsimile: (410) 706-4768
E-mail: salban@miemss.org

Proposals are to be sent to: Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, MD 21201
Attention: Sherry Alban

Pre-Proposal Conference: March 4, 2010

MIEMSS, Room 212
653 West Pratt Street
Baltimore, MD 21201

8:30 AM – 11:30 AM

Closing Date and Time: March 19, 2010
2:00 PM

NOTICE:

Prospective Offerors who have received this document from the Maryland Institute for Emergency Medical Services Systems' web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Contract Term and Work Schedule

The contract term and work schedule set out herein represents MIEMSS' best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The length of the contract will be from the date of the award, approximately April 22, 2010, for six years including two additional 24 month maintenance periods, application support, application upgrades and optional hosting.

Unless otherwise provided in this RFP, the State and the successful Offeror / Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP - February 19, 2010.
- Pre-Proposal Conference March 4, 2010.
- Proposals Due 2:00 PM March 19, 2010.
- Evaluation of proposals completed - March 26, 2010.
- Vendor presentations (functional and technical presentations and product demos) April 5, 2010 - April 7, 2010.
- MIEMSS issues contract April 22, 2010.
- Contract Start April 22, 2010.
- Implementation period April 22, 2010 to October 30, 2010
- First twenty-four (24) month support and maintenance period April 22, 2011 to April 21, 2013.
- Second twenty-four (24) month support and maintenance period April 22, 2013 to April 21, 2015.
- Contract End June 30, 2016.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1. MIEMSS is interested in purchasing a system for a new, statewide EMS data collection system (System). The System must be configurable and must meet State specifications contained within this document. The System is required to be available to all EMS providers in the State in accordance with applicable law.
- 1.1.2. The System will be comprised of the following core elements:
 - A) a web-based data collection and management application designed to support both a central site data repository and field stations;
 - B) translation programs to import EMS run data from various proprietary software programs in use by EMS providers throughout the state and including MAIS and EMAIS[®] used by MIEMSS;
 - C) a web-based reporting and data mining system;
 - D) a system compliant with the National Emergency Medical Services Information System (NEMSIS) Gold Standard and structured to support data linkages with other databases; and
 - E) 24/7 access to the System and customer service support.

A more detailed project description is included in the Scope of Work in Section II of this Request for Proposal (RFP).
- 1.1.3. The purpose of this RFP is to identify and purchase the System for the State of Maryland. Vendors and organizations with such products and/or services that meet the specifications contained within this document are invited to respond to this RFP with their proposal.
- 1.1.4. It is the State's intention to obtain services, as specified in this Request for Proposals, through a fixed price Contract between the successful Offeror and the State.
- 1.1.5. MIEMSS intends to award one (1) Contract to the Offeror whose proposal is deemed most advantageous to the State.
- 1.1.6. Offerors shall be able to provide all services and meet all of the requirements requested in this solicitation.
- 1.1.7. Partial funding for this project is from the National Highway Transportation and Safety Administration, through the Maryland Department of Transportation, Maryland Highway Safety Office, CFDA # 20.600.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- **Account Executive** – The Representative appointed by the Contractor who is responsible for the daily management and administrative functions of the Contract from the Contractor’s perspective.
- **Agency** - MIEMSS
- **BAFO** – Best and Final Offer
- **CEU** – Continuing Education Unit
- **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- **Contract** – The Contract awarded to a successful Offeror pursuant to this RFP. A sample of the Contract is included in this RFP as Attachment A
- **Contract Administrator** – The State representative for this project, designated in Section 1.8, who is primarily responsible for Contract administration functions
- **Contractor** – A selected Offeror that is awarded a Contract by the State
- **CMAIS** – Commercial Maryland Ambulance Information System – a reporting system for use by Maryland licensed commercial ambulance services
- **EMAIS®** – electronic Maryland Ambulance Information System – the current custom MIEMSS-developed Patient Care Reporting system in use by Maryland
- **EMS** – Emergency Medical Services
- **EMSOP** – EMS Operational Program; an approved jurisdictional program under COMAR 30.03.02 or an institution, agency, corporation, or other entity that is licensed by MIEMSS as a commercial service under Education Article, §13-515, Annotated Code of Maryland
- **EPINS** – Electronic Provider Identification Number
- **IT** – Information Technology
- **HSCRC** – Health Services Cost Review Commission
- **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland
- **MAIS** - Maryland Ambulance Information System – a reporting system for use by Maryland jurisdictional ambulance services
- **MHSO** - Maryland Highway Safety Office
- **MIEMSS** – Maryland Institute for Emergency Medical Services Systems
- **MBE** – A Minority Business Enterprise certified by the Maryland State of Transportation under COMAR 21.11.03

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

- **MPPR** – Maryland Pre-Hospital Provider Registry – a Licensing and Certification application and database
- **NEMSIS** – National Emergency Medical Services Information System
- **Offeror** – An entity that submits a proposal in response to this RFP
- **Procurement Officer** – The State representative designated in Section 1.7, who is responsible for the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. MIEMSS may change the Procurement Officer at any time by written notice to the Contractor
- **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Institute for Emergency Medical Services Systems, Project Number D53B0400003 issued February 19, 2010, including any amendments
- **Stakeholder** – a federal, State, or local organization, group, or entity, identified by MIEMSS, which may affect or be affected by this project
- **State** – The State of Maryland
- **STEMI** – ST Elevation Myocardial Infarction
- **System** – the statewide Electronic Patient Care Reporting System, which is the subject of this RFP

1.3 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be take place on March 4, 2010 beginning at 8:30 AM, at 653 West Pratt Street, Baltimore, Maryland 21201 in the conference center room 212. Attendance at the Pre- Proposal Conference is not mandatory, but all interested Offerors are strongly encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror’s overall understanding of technical requirements and ability to meet the State’s Minority Business Enterprise (MBE) goals, affidavits, Living Wage and other administrative requirements.

The Pre-Proposal Conference will be summarized. As promptly as is feasible subsequent to the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

Please submit the Pre-Proposal Conference Response Form which is Attachment J to the attention of Sherry Alban, preferably via e-mail at salban@miemss.org or via facsimile at (410) 706-4768 with such notice no later than 2:00 PM Local Time on March 1, 2010. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than February 26, 2010. MIEMSS will make every effort to provide such special accommodation.

1.4 Non-Disclosure Agreement

Request for Proposals:

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If access to confidential information is required by an Offeror to prepare a proposal, the Offeror and all of its employees and agents who require such access shall first be required to execute the non-disclosure agreement which is Attachment G to the RFP.

The successful Offeror awarded a Contract will have access to certain confidential information to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such information will be required to sign a Non-Disclosure Agreement. A copy of that agreement is Contact Attachment 1 to the Contract which is Attachment A to the RFP

1.5 Proposals Due (Closing) Date

An original and nine (9) copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.7, no later than 2:00 PM (Local Time) on March 19, 2010 in order to be considered. An electronic version (CD, DVD or USB Drive) of the Technical Proposal in MS Word and/or Excel format shall be enclosed with the original technical proposal. An electronic version (CD, DVD or USB Drive) of the Financial Proposal in MS Word and/or Excel format shall be enclosed with the original financial proposal. Ensure that the electronic media are labeled with the RFP title, RFP No. D53B0400003, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, March 19, 2010 at 2:00 PM (Local Time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.6 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference, or shortly thereafter.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

1.7 Contract Duration

The Contract resulting from this RFP shall be for a period of six years beginning upon approval by the Board of Public Works through June 30, 2016. During the six year period, there will be two 24 month renewal options for maintenance, support, upgrades and optional hosting.

1.8 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sherry Alban
Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, Maryland 21201
Phone Number: 410-706-3145 Fax Number: 410-410-4768
E-mail: salban@miemss.org

MIEMSS may change the Procurement Officer at any time by written notice.

1.9 Contract Administrator

The Contract Administrator is:

Dave Balthis
Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, Maryland 21201
Phone Number: 410-706-2599 Fax Number: 410-706-4768
E-mail: dbalthis@miemss.org

MIEMSS may change the Contract Administrator at any time by written notice to the Contractor.

1.10 Project Manager

The Project Manager is:

Jim Darchicourt
Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, Maryland 21201
Phone Number: 410-706-7797 Fax Number: 410-706-4768
E-mail: jdarchicourt@miemss.org

MIEMSS may change the Project Manager at any time by written notice to the Contractor.

1.11 Minority Business Enterprises Notification

MBE vendors are encouraged to obtain certification from the Office of Minority Business Enterprise. All questions related to certification should be directed to the Office of Minority Business Enterprise.

Director
Office of Minority Business Enterprise
Maryland State of Transportation (MDOT)
P.O. Box 8755
BWI Airport, Maryland 21240-0755
Telephone: (410) 865-1269

If the Offeror is a certified minority Contractor, it should be so indicated with the certification number in the Technical Proposal.

1.12 Minority Business Enterprises

A Minority Business Enterprise subcontractor participation goal of 0% of the total contract dollar amount has been established for this procurement. MBE requirements are specified in Attachment D of this RFP.

If the bidder is a certified minority contractor, the certification number should be entered on the bid price form.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, Thurgood Marshall B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at www.mdot.state.md.us. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

Minority Business Enterprises are encouraged to respond to this solicitation.

1.13 Multiple or Alternate Proposals

Neither multiple or alternate proposals will be accepted.

1.14 Cancellations; Acceptance; Minor Irregularities and Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

*Request for Proposals:
Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System*

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives in an effort to clarify information contained in their proposals. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.16 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.17 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01). Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and, if applicable, in the Financial proposal.

1.18 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.19 Bid/Proposal Affidavit

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.20 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days of notification of proposed Contract award.

Request for Proposals:

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1.21 Contract Type

The Contract that results from this RFP shall be a firm-fixed price contract in accordance with COMAR 21.06.03.02 for the System and related services and an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06 for optional modules as described in the RFP Section 2.4.10.

1.22 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.23 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.24 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.25 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on MIEMSS web site. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.26 Intentionally Omitted

1.27 Incurred Expenses

Request for Proposals:

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The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.28 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

1.29 Offeror Responsibilities

The selected Offeror shall be responsible for rendering services within the category for which the Offeror has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under Paragraph 1.11 above. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D of this RFP.

1.30 Verification of Registration and Tax Payment

Before a corporation can do business in the State it shall be registered and in good standing with the State of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. An Offeror's failure to complete registration and be in good standing with the State of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.31 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1.31.1. In connection with a procurement Contract, a person may not willfully:

- A) Falsify, conceal, or suppress a material fact by any scheme or device;
- B) Make a false or fraudulent statement or representation of a material fact; or

C) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.31.2. A person may not aid or conspire with another person to commit an act under Subsection (a) of this section.

1.31.3. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.32 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment H. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:
compnet.comp.state.md.us/gad/pdf/GADX-10.pdf.

1.33 Liquidated Damages [omitted]

1.34 Non-Disclosure Agreement [omitted]

1.35 Debriefing of Unsuccessful Offerors

Unsuccessful Offerors shall be debriefed upon their written request (submitted to the Procurement Officer), provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the Procurement Officer.

Requests for debriefings shall be honored by MIEMSS at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

1.36 e-Maryland Marketplace

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland State of General Services.

The RFP and associated materials, Offeror's questions and responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

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In order to receive the final contract award, a vendor must be registered on e-Maryland Marketplace.

1.37 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled Living Wage Requirements for Service Contracts (Attachment E). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area; currently \$11.72 per hour in the Tier 1 Area and \$8.81 per hour in the Tier 2 Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this RFP has been determined to be a Tier 1 contract.

Information pertaining to reporting obligations may be found by going to the DLLR Website www.dllr.state.md.us/ and clicking on Living Wage.

1.38 Prompt Pay Requirements

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §36 (see Attachment A). Additional information is available on the GOMA website at www.mdminoritybusiness.com.

1.39 Non-Visual Access

The Offeror warrants that the information technology offered under this proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are

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not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5 percent.

SECTION 2 - SCOPE OF WORK

2.1 Project Purpose

- 2.1.1. The purpose of this RFP is to obtain a web-based EMS data collection and reporting system that will fulfill the published functional and technical system requirements.
- 2.1.2. The primary purpose of this project is to centralize and standardize EMS service provider data into a statewide data collection and reporting system, which provides local agency and statewide EMS system evaluation and improvement through reporting and statistical analysis. It is MIEMSS' goal to integrate and/or interface System data with partner database applications to the greatest extent possible, such as the Maryland Trauma, Stroke, Burn, STEMI, and future Registries, along with the HSCRC. Such integration and/or linkage of these data will provide:
 - A) on-going development and evaluation of Maryland's EMS system;
 - B) better planning and design of injury prevention programs;
 - C) faster and more accurate data sharing with the Maryland Highway Safety Office (MHSO) to provide dispatch, scene, and transport times;
 - D) the enhancement of public safety's access to trauma and/or mass casualty data in real time; and
 - E) timely outcome information from the Maryland Registries to EMSOPs.
- 2.1.3. Through this integration, it is the State's intent to develop a probabilistic medical forecasting model to assist both State and local EMSOPs in positioning the State of Maryland to be prepared for either a large scale statewide or nationwide disaster.

2.2 Background and Current Business Need

- 2.2.1. The State has a population of 5,633,597 (2008 estimate). The State currently has an approximate call volume of 1,000,000 EMS calls per year. There are approximately 30,000 certified EMS providers in Maryland. There is a broad variety of volunteer, commercial, and career EMS organizations within the State of Maryland. Maryland EMS providers must be affiliated with one or more EMSOPs in order to provide EMS care. An EMS Operational program may be a public safety program known as a Jurisdictional EMS Operational Program (EMSOP) or a commercial ambulance service licensed by MIEMSS.
- 2.2.2. EMS data was originally collected in Maryland by a paper data collection form known as a Maryland Ambulance Information System (MAIS) report. That form of data collection continues in some EMSOPs today. EMS providers submit MAIS data for every ambulance call. Calls can include but are not limited to patient transport, no transport,

EMS care, or no EMS care as well as cancelled calls. Multiple reports are required on a single call involving multiple patients or a single call involving multiple units.

- 2.2.3. MIEMSS implemented a custom, web-based EMS data collection system to capture MAIS data in 2004, known as EMAIS[®]. All data is saved to an on-line database. The system allows printable reports for each patient, as well as a querying function of completed and pending records for QA/QI purposes. EMAIS[®] is provided by the State as an option to all EMSOPs.
- 2.2.4. MIEMSS has developed a strategy to collect pre-hospital EMS data from all certified ambulance services in Maryland. MIEMSS has researched several systems to support the goal of achieving a state-wide fully paperless EMS data collection system. Other states and consultants have shared their experiences in seeking Systems for similar information needs. After extensive consultation and research, including a Request for Information (RFI), the State determined that a web-based EMS data collection and reporting system that will standardize and encourage data collection for numerous purposes was in the State's best interest.
- 2.2.5. There are thirty-five jurisdictional EMSOPs within the State of Maryland. Twenty-seven jurisdictional EMSOPs, the majority, use EMAIS[®] as their primary EMS data collection system. Three jurisdictions currently use electronic EMS data collection systems from third party vendors. Four jurisdictions are in the process of acquiring electronic EMS data collection capabilities. Additionally, there are thirty-four commercial EMS companies that are licensed in the State of Maryland. Seven of the Commercial Ambulance Services currently use EMAIS[®]. Three Commercial Ambulance Services report data using third party electronic EMS data collection systems. The commercial services generate more than 200,000 reports annually.
- 2.2.6. Maryland law requires that EMSOPs submit EMS data to MIEMSS. As part of public health oversight responsibilities, the EMS Board and MIEMSS review data from ambulance reports submitted by Maryland EMS providers in accordance with Maryland regulations.

2.3 Project Scope of Work

Briefly, the State requests proposals from qualified Offerors to perform the following services:

- 2.3.1. The Contractor will provide a NEMSIS GOLD compliant web-based EMS data collection and reporting system that will accept the Maryland EMS Data Set as defined by MIEMSS.
- 2.3.2. The Contractor shall provide a secure web-based application that will allow for analysis of data, including predetermined reports and data mining, but also allow for detailed statistical analysis and querying of data for future or novel areas of interest which would support EMS funding or resource allocation.

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- 2.3.3. The Contractor shall provide data export to the Maryland Trauma, Stroke, Burn, STEMI, and future Registries for pre-populating pre-hospital data elements in the Maryland Registries, linking patient outcomes with ambulance service trauma responses for data collection and reporting compliant with the National Trauma Data Bank's (NTDB) National Trauma Data Standard.
- 2.3.4. The Contractor shall provide an implementation plan for installation, testing and implementing the System.
- 2.3.5. The Contractor shall submit a training plan describing in detail how users will be trained on any application provided by the Contractor on a statewide basis.
- 2.3.6. The Contractor will provide a fully functional administration tool for the System that allows MIEMSS to manage and maintain the System for the statewide EMS community.
- 2.3.7. The Contractor must make available the technical information needed for other programs to be able to "map" their data to the state database (i.e. CSV to XML etc.)
- 2.3.8. The Contractor shall make available the service of performing mapping for other programs, at the option of MIEMSS, priced at the hourly rate provided in the Contractor's Financial Proposal.
- 2.3.9. The Contractor must provide technical support for its data collection, analysis and reporting tool 24 hours a day, 7 days a week, regardless of holidays.
- 2.3.10. The Contractor shall furnish reasonable assistance to MIEMSS in responding to support requests. If electronic access does not prove effective, the Contractor will visit the site to determine the appropriate actions and resolve the problem. The Contractor will pay for travel, hotel, and per diem expenses unless (i) the problem is determined to have been caused by a third-party application, or third party application update, patch or modification or otherwise no responsibility of the Contractor or (ii) MIEMSS agrees in advance to other arrangements.
- 2.3.11. For System maintenance the Contractor will provide on-call support twenty-four hours a day, seven days a week for the System based on the priority levels set forth below and in the RFP technical requirement attachment.
 - A) Priority 3 and 4 classifications – one (1) business day.
 - B) Priority 1 and 2 classifications – one (1) hour.
- 2.3.12. Upon satisfactory completion of the System and acceptance of delivery of the System by MIEMSS the Contractor shall provide one calendar year of System maintenance at no charge.
- 2.3.13. If elected by MIEMSS, immediately following the one calendar year of System maintenance at no charge, the Contractor shall provide two additional years of System maintenance at a price agreed to in the Contractor's Financial Proposal and Contract. If

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elected by MIEMSS, immediately following the first two additional years of System maintenance, the Contractor shall provide an additional two years of System maintenance at a price agreed to in the Contractor's Financial Proposal and Contract.

2.3.14. System maintenance shall include software support services which, at a minimum, shall include the detection and correction of any software errors and the provision and implementation of all program changes, updates, upgrades, and installation of additional programs provided under the RFP Contract, discovered by MIEMSS, or otherwise made known to the Contractor. The Contractor agrees to respond to MIEMSS inquiries regarding the use and functionality of the System as issues are encountered by MIEMSS.

2.3.15. As part of System maintenance the Contractor shall provide all software version upgrades, as well as new functions, of the System software together with such written documentation as may be necessary for use of the software by MIEMSS and EMSOPs. The Contractor shall maintain the System so that it operates in conformity with all descriptions and specifications herein plus specifications for the performance of all improved or modified versions of the System which MIEMSS and/or EMSOPs own or are licensed to use.

2.3.16. If the Contractor proposes updates, changes, modifications, or enhancements which would interfere with MIEMSS' and/or an EMSOPs level of intended usage or operating environment, the Contractor and MIEMSS and/or the EMSOP shall work together with mutual best efforts in order to implement and install all revisions so that they function properly at the level of the MIEMSS' and/or the EMSOPs intended usage and within the MIEMSS' and/or the EMSOP's operating environment.

2.4 Organization and Personnel

2.4.1. The Contractor shall provide an organizational chart specific to the key personnel assigned to accomplish the work called for in this RFP. The chart must illustrate the lines of authority and designate the individual(s) responsible and accountable for the completion of each RFP component and deliverable. MIEMSS, in its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on projects related to the Contract.

2.5 Project Management

2.5.1. General project management responsibilities:

A) The Contractor shall:

A.i) Develop and provide appropriate project management for all contract work that the Contractor is responsible to perform.

A.ii) Coordinate project management with the MIEMSS' Contract Administrator and staff.

A.iii) Provide project deliverables as enumerated below.

A.iv) Meet with the Agency project manager and staff on site at a location to be specified by MIEMSS at least once per month, and by conference call at least once per week, in order to update project status and address ongoing project issues.

2.5.2. Project Milestones: The Contractor will submit project plans for implementing the System around the following milestones:

A) Planning: Project Plan Completed, including all project deliverables described in Section 2.5.4 below.

B) Staging: System installed and tested in a staging environment including any required modifications to applications or databases and development of import mechanisms for legacy data.

C) Deployment: System deployed to production use, including import of configuration data (i.e. user information, MD EMS dataset, etc.), legacy data (if requested by MIEMSS), application and database deployment, quality testing of the production system and implementation of maintenance and support programs.

D) Implementation: Rollout to end users, including user and administrator training, product documentation and training materials.

2.5.3. Project Documentation: The following are key deliverables and shall be provided to MIEMSS by the Contractor:

A) Provide to MIEMSS copies of all System project documentation throughout the project lifecycle. The Contractor shall be responsible for all documentation updates.

B) Documentation will be submitted to MIEMSS electronically by email to the project manager. All milestone reporting and/or documentation and deliverables shall be submitted via e-mail to the Project Manager designated by MIEMSS and any other persons MIEMSS shall designate.

C) Documentation shall be presented as Microsoft Office documents as appropriate to the document and content, i.e. MS Word, MS Excel, MS PowerPoint, MS Visio and MS Project.

D) Update all documentation continually as needed throughout the project life cycle.

E) Notify MIEMSS staff of updates or changes to project documentation and provide updated documents within one business day of the change.

2.5.4. Project Plans and Deliverables: The Contractor shall provide a Project Management Plan (PMP) (Project Deliverable) including at a minimum the following sub-plans and items:

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- A) Project Description
- B) Project Scope of Work
- C) Project Development Strategy
- D) Work Breakdown Schedule
- E) Project Schedule:
 - E.i) To be provided in Microsoft Project.
 - E.ii) Outline each key phase with milestones and associated deliverables.
 - E.iii) Outline all Agency assignments required to make the project successful.
- F) Project Resources Schedule
- G) Communication Plan that includes:
 - G.i) Outline tools and procedures to identify, assess, and report project issues throughout the life of the project.
 - G.ii) Register of key stakeholders or stakeholder groups with contact information
 - G.iii) Plan for frequency, mode and content of communications to Agency staff
 - G.iv) Format and outline for weekly progress/status reporting
 - G.v) Format and outline for weekly progress/status meetings and meeting minutes
 - G.vi) Format and outline for all design review meetings and meeting minutes
- H) Configuration Management Plan identifying “historical versioning” and the tools or methods to be used for configuration management control.
- I) Change Management plan
- J) Problem Issue Resolution plan
- K) Risk Management Plan which shall, at a minimum, include the following:
 - K.i) Description of the Contractor’s approach to managing risk.
 - K.ii) Outline tools and procedures to identify, assess, mitigate, and report risks throughout the project.
 - K.iii) Provide a risk priority assessment

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2.5.5. Progress Reporting: The Contractor shall provide the following reports and attend scheduled meetings:

- A) Weekly Project progress status reports must be delivered to the Agency's Project Manager no later than 5:00pm EST every Friday through the lifecycle of the project. The status report shall include:
 - A.i) Current status of project progress relative to the baseline schedule
 - A.ii) Tasks completed throughout the preceding week
 - A.iii) Tasks currently not completed
 - A.iv) Issue log with action items and due dates
 - A.v) Updated Risk register with risk rankings and proposed mitigation
- B) Monthly Project progress status reports must be delivered to the Agency's Project Manager no later than 5:00pm EST on the 15th of each month. If the 15th is not a business day the report shall be delivered the next business day. Monthly reports must include:
 - B.i) Current status of project progress relative to the baseline schedule
 - B.ii) An outline and roll up of the events, issues and work completed from each week through the preceding month
 - B.iii) A complete monthly risk assessment clearly identifying any new or updated risks associated with the project
- C) Project Status Meetings: The Contractor shall participate in weekly team status meetings to provide a status of the project and to identify any issues and risks associated with the project. If necessary, the Contractor Project Manager can teleconference into these meetings, but is required to participate in person at a location specified by the Agency location at least once monthly.
- D) Account/Contract Status Meetings: The Contractor business representative will meet in person at least once per month with the Agency's Procurement Officer, Contract Administrator and Project Manager a location to be chosen by the Agency. The purpose of these meetings will be to review adherence to contract by both parties and any Contractor or Agency performance issues or questions that may arise. The Agency may waive these meetings or hold them by conference call if there are not sufficient issues to warrant an on-site meeting in any given month.
- E) The Contractor shall provide a System Engineering Management Plan (SEMP) (Project Deliverable) providing a top-level technical plan describing the management process necessary to ensure that all components are fully compliant with all agreed

- upon requirement and standards. The SEMP shall, at a minimum, include the following:
- E.i) Detailed scope definition
 - E.ii) Contracted software
 - E.iii) Network Communications protocol information
 - E.iv) System security and how it relates to the engineering activities
- F) The Contractor shall provide a Quality Assurance Plan (QAP) (Project Deliverable) which shall, at a minimum, include the following:
- F.i) Quality assurance methodology
 - F.ii) Best Practices associated with implementing a system of the size required by MIEMSS
 - F.iii) Procedures and tools that will be used to ensure delivery of quality products to MIEMSS
 - F.iv) Defined roles for MIEMSS relating to the review of deliverables for quality
 - F.v) Sample “Test Plan” documentation that the vendor has utilized successfully during previous installations
 - F.vi) Sample “Test Scripts” documentation that the Contractor has utilized successfully during previous installations
 - F.vii) Sample “Test Results” documentation that the Contractor has utilized successfully during previous installations
- G) The Contractor shall provide a Product Deployment Plan and Schedule (PDPS) (Project Deliverable) which describes how the System will be installed, deployed to production and transitioned into an operational system. The plan at a minimum will include the following:
- G.i) Overview of the deployment process with brief description of major tasks involved
 - G.ii) Overall resources needed to support the deployment to production (such as personnel, access to facilities, ancillary support, communications channels, etc.)
 - G.iii) Any site-specific deployment requirements
 - G.iv) A time-line for all deployment steps with descriptions and responsible parties

- G.v) A roll back plan for all steps to cancel the deployment at any point in the case of insurmountable issues.
- G.vi) A risk register with qualitative risk rankings and mitigation plan for all significant risks to a successful deployment.
- H) The Contractor shall provide a Training Plan (TP) (Project Deliverable) that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new system. This plan at a minimum will include the following:
 - H.i) Activities needed to support the development of training materials.
 - H.ii) Coordination of training and schedules.
 - H.iii) Reservation of personnel and facilities.
 - H.iv) Planning for training needs (Include the target audiences and topics on which training must be conducted.)
 - H.v) Format of the training program. (Include the list of topics to be covered, materials, time, space requirements, and proposed schedules.)
 - H.vi) Discuss the Quality Assurance (QA) of training in terms of testing, course completion, feedback, and course modification/enhancement.
- I) The Contractor shall provide and install an operational version of their application software and database on the Agency's Development/ Testing Environment. This installation will be performed jointly by the Contractor and MIEMSS IT staff. It will include sufficient data migration or database population to allow MIEMSS to adequately test and train on the application.

2.5.6. Product Documentation:

- A) The Contractor shall provide a Maintenance and Operations Manual (Project Deliverable) which at a minimum includes the following:
 - A.i) Network/Systems Diagrams for all parts of the installed system
 - A.ii) Technical Specifications for All Software Components
 - A.iii) Interface Specifications
 - A.iv) Required regular maintenance
 - A.v) Product Update (Bug Fix Release) Mechanism and Process
 - A.vi) Application Software Monitoring (i.e. error logging, severity, escalation, and notification.)

B) Format of user manuals

B.i) Five (5) original hard-copy user manuals are required.

B.ii) In addition one electronic formatted file in MS Word is required.

2.5.7. The Contractor shall provide a Systems Administration Guide (Project Deliverable) which shall at a minimum, include the following:

A) At a minimum, this document shall include:

A.i) Network/System Diagrams

A.ii) Technical and function specification for software

A.iii) Troubleshooting criteria and procedures

A.iv) Required regular maintenance procedures

A.v) Restart and recovery procedures

A.vi) Application software monitoring and alerting tools

A.vii) Interface specifications

A.viii) Backup and restore procedures

A.ix) Scheduled process and script for batch jobs

A.x) Data extraction/sharing requirements

A.xi) Installation procedures

A.xii) Resource requirements

A.xiii) Release notes

B) Format of user manuals

B.i) Five (5) original hard-copy user manuals are required.

B.ii) In addition one electronic formatted file in MS Word is required.

C) It is the responsibility of the contractor to keep documentation current for the life of the contract.

2.5.8. The Contractor shall provide a Toolset User Guide (Project Deliverable) developed in conjunction with the Agency. This User Guide is provided for internal agency users as a “How To” manual to guide users in detail thorough the use of all parts of the application.

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This document usually contains system screen shots and provides step by step instructions for completing tasks and activities. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:

A) Contents of User Manual

- A.i) Introduction
- A.ii) Summary of application
- A.iii) Glossary (Definitions/Acronyms)
- A.iv) Procedures (Step-by-Step instructions on how to use the System)
- A.v) Screen shots and diagrams, as necessary
- A.vi) Troubleshooting tips
- A.vii) Customizing Views
- A.viii) How to Print Reports
- A.ix) How to Use Help
- A.x) Accessibility

B) Format of user manuals

- B.i) Ten (10) original hard-copy user manuals are required.
- B.ii) In addition one electronic formatted file in MS Word is required.

C) It is the responsibility of the contractor to keep documentation current for the life of the contract.

2.5.9. The Contractor shall provide an ePCR User Guide (Project Deliverable) developed in conjunction with the Agency. This User Guide is provided for external end users (e.g. EMS personnel) as a “How To” manual to guide users in detail thorough the use of end-user aspects of the application. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:

A) Contents of User Manual

- A.i) Introduction
- A.ii) Summary of application
- A.iii) Glossary (Definitions/Acronyms)

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- A.iv) Procedures (Step-by-Step instructions on how to use the System)
- A.v) Screen shots and diagrams, as necessary
- A.vi) Troubleshooting tips
- A.vii) Customizing Views
- A.viii) How to Print Reports
- A.ix) How to Use Help
- A.x) Accessibility
- B) Format of user manuals
 - B.i) Ten (10) original hard-copy user manuals are required.
 - B.ii) In addition one electronic formatted file in MS Word is required.
 - B.iii) It is the responsibility of the contractor to keep documentation current for the life of the contract.
 - B.iv) The Contractor shall provide on-line documentation and the capability of customized on-line documentation manuals and help screens.
 - B.v) The Contractor must provide a Training environment that resides concurrently with the production and staging–testing environments for all versions and components of the System that are loaded into the production environment or tested and ready to load into the production environment.
 - B.vi) The Contractor must provide Computer Based Training (CBT) modules or course-ware available for the System. These materials may be based on the standard commercial offering supplied to MIEMSS as the System.
 - B.vii) The Contractor shall provide materials and assistance as needed to MIEMSS to modify CBT modules or course-ware for the purpose of incorporating training on modified or added features and data fields, or for the purpose of tailoring CBT or course-ware for the training needs of EMSOPs to which MIEMSS may supply the ePCR application.

2.5.10. The Contractor shall provide training to computer operations and technical support personnel. The Contractor shall specify:

- A) Who delivers the training (The Contractor, 3rd party vendors or consultants)

B) Procedures for delivery of training, in conjunction with the Agency Project Manager

C) Recommended training for:

C.i) Hardware operations

C.ii) System performance monitoring

C.iii) Hardware, operating system or application software maintenance procedures specific to The Contractor's requirements, including but not limited to:

C.iii.a) Recovery from system failures (hardware or software)

C.iii.b) System utilities relating to hardware and software

C.iii.c) General system "trouble shooting" and diagnostics

C.iii.d) Support issue reporting and escalation

2.5.11. The Contractor shall coordinate with MIEMSS the elements of vendor-supplied training to be conducted on-site at MIEMSS or at EMSOP locations in Maryland.

2.5.12. The Contractor shall indicate which elements of vendor-supplied training must be conducted off-site, if necessary, and include a description of the training, the location (city, state), number of days per class, and number of people required to attend.

2.5.13. The Contractor shall recommend how much training time will be required for each end-user in the categories of data analysis (i.e. query and report building), internal MIEMSS users (enter or import data and run standard reports) and end users, i.e. EMSOP's EMS providers.

2.5.14. The Contractor shall indicate how ongoing training is provided to customers. The Contractor shall provide ongoing training as part of the ongoing maintenance contract. (MIEMSS will provide travel and expenses related to attending such training under most reasonable circumstances.)

2.5.15. The Contractor shall develop and deliver a "Train the Trainer" course for the proposed System.

2.5.16. The Contractor shall provide a Database Schema and System Data Dictionary (DD) for the System. Information provided in this document shall include the following:

A) Names of Data Elements

B) Definition of Data Elements

C) Data Types of Data Elements

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- D) How to deal with missing or incomplete information
- E) The Variables associated with each Data Element
- F) What Data Elements are associated (related) to other Data Elements
- G) Whether the Data Element is part of the Data Elements to be collected in the National EMS Database (NDB)
- H) How the Data Element is related to other National Data Tools such as NHTSA Version 1, NFIRS, and Utstein

2.6 Acceptance of Deliverables

2.6.1. Acceptance of Deliverables from the contractor will be structured around the following four milestones:

A) Planning

- A.i) Project management plan submitted and accepted
- A.ii) All Project Management plans submitted and accepted as enumerated in the RFP Section 2.5
 - A.ii.a) System engineering management plan
 - A.ii.b) Quality assurance plan
 - A.ii.c) Product deployment plan and schedule
 - A.ii.d) Training plan
 - A.ii.e) Contract administrator approval and acceptance of work to date

B) Staging

- B.i) System installed and configured
- B.ii) System test environment installed and configured
- B.iii) Administrator training, documentation and manual completed and delivered
- B.iv) Initial data conversion, import or population complete to allow testing and validation of application
- B.v) All modifications to database and application completed, tested and accepted
- B.vi) Quality testing completed in accordance with quality and test plans

- B.vii) All Project Management documents and reporting up to date
- B.viii) Contract administrator and acceptance of work to date
- C) Deployment
 - C.i) Deployment plan completed and accepted
 - C.ii) Deploy application and database to production environment
 - C.iii) System tested and accepted in production environment
 - C.iv) Implement for selected users
 - C.v) All Project Management documents and reporting up to date
 - C.vi) Contract administrator approval and acceptance of work to date
- D) Implementation
 - D.i) All documentation completed, delivered and accepted
 - D.i.a) Toolset User manual
 - D.i.b) ePCR User Manual
 - D.i.c) Administrator manual(s)
 - D.i.d) Data Dictionary and Schema
 - D.i.e) System configuration documentation
 - D.ii) Initial user training completed for:
 - D.ii.a) End users
 - D.ii.b) Reporting users
 - D.ii.c) Application administrators
 - D.ii.d) Help desk support personnel
 - D.iii) Training Plan submitted and approved for further required user training
 - D.iv) System accepted as successfully deployed (milestone 4) by at least 3 EMSOPs for 30 days
 - D.v) Final Project Management documents submitted and approved

- D.vi) Support and maintenance agreements in place
 - D.vii) Contract complete and all work accepted by the contract administrator
- 2.6.2. Project Completion – MIEMSS requires implementation be completed by October 31, 2010.

2.7 Compensation to Contractor

2.7.1. The Contractor will be compensated a percentage of the total price of contract services upon completion and acceptance of the milestones and deliverables enumerated in Section 2.6 above on the following schedule:

A) Planning	20%
B) Staging	40%
C) Deployment	20%
D) Implementation	20%

SECTION 3 - PROPOSAL FORMAT

3.1 Volume I – Technical Proposal

- 3.1.1. Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.1.2. Format of Technical Proposal: Inside the sealed package described in Section 1.4, above, an unbound original, to be so labeled, nine paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Agency officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:
- 3.1.3. Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page.
- Note: Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in it's Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**
- 3.1.4. Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to The Agency's terms and conditions, the Executive Summary should so state.
- 3.1.5. Offeror Technical Response to RFP Requirements:
- A) General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall

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not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs.

- B) Application Architecture. The Offeror shall describe structure, components and modules of the proposed ePCR System that are fully integrated (part of the core ePCR software), as well as modules that are optional or additional to provide various capabilities to the System.
- C) Third Party Applications: The Offeror shall explain, if there are proposed third-party applications required for System functions, how they are integrated into the application, how the third-party applications share security definitions and similar menu structures, what processes are handled in "real-time" and what processes require batch processes.
- D) Application Hosting: The Offeror shall describe their capability and preferences regarding the following application hosting scenarios.
 - D.i) Describe the capability and of the Offeror to host the System at the MIEMSS physical site.
 - D.ii) Describe the capability of the Offeror to host the System at a vendor provided site.
 - D.iii) Describe the capability of the Offeror to host the System at both the Offeror's location and the MIEMSS physical site.
 - D.iv) Describe the capability of the Offeror to offer the System as SaaS (Software as a Service) or as a Cloud application.
 - D.v) Describe the capability of the Offeror to host a production site at both the Offeror and MIEMSS locations, in an effort to provide a redundant "mirror" of the application and data.
 - D.vi) Describe the capability of the System to run in a VMware (VSphere 4.0) virtual environment.
- E) Technology Architecture. The Offeror shall describe their proposed technical architecture requirements of the System. The Offeror shall identify the optimal as well as minimal requirements. Offerors shall include a response for each of the following areas:
 - E.i) Describe the optimal and minimal hardware environment (both client and server) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

- E.ii) Describe the optimal and minimal network environment required to utilize the proposed software. This includes identifying the appropriate network performance required to support the end users of the proposed application. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.
 - E.iii) Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system or an optimal system, list all options indicating the relative strengths and drawbacks (if any) of each.
 - E.iv) The Offeror shall identify the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, list all options, including the relative strengths and drawbacks (if any) of each.
- F) Administration/Development Toolsets. Offeror shall describe the following:
- F.i) application toolsets included with the software
 - F.ii) unique programming requirements
 - F.iii) tools available to customize the software (to add fields, create new tables and reports, change menus)
- G) Security. Offeror shall describe the following:
- G.i) security tools included with the software
 - G.ii) how application restricts access to the administrative tool, application, menu, records, fields, and querying/reporting
 - G.iii) what is included in the user security profile
 - G.iv) how is the security profile defined
- H) Upgrade Tools. Offeror shall describe the following:
- H.i) recommended upgrade frequency for the proposed ePCR System
 - H.ii) frequency of upgrades provided, both minor and major
 - H.iii) how patches, fixes and upgrades are deployed and applied
 - H.iv) what happens to software customizations (user-defined tables, source code changes, and fields) during an upgrade

- H.v) how many prior versions of the software does the Offeror support
- H.vi) length of time to implement a typical upgrade in an organization similar in size to Maryland
- I) Reporting and Analysis Tools. Offeror shall describe the following:
 - I.i) querying and reporting tools available within the proposed ePCR System
 - I.ii) on-line analytical processing tools available with the proposed ePCR System
 - I.iii) interfaces to common desktop application packages
 - I.iv) security definitions that apply to the reporting tools on the main software application
 - I.v) list of standard reports and examples, by module (available “out of the box”)
- J) Database Schema and Data Dictionary. The Offeror shall provide a database schema and data dictionary for their System. If such information is deemed proprietary, the Offeror should provide as much information as possible about the nature and structure of the database underlying their System.
- K) On-going Internal Functional and Technical Support. Offeror shall describe the recommended internal functional and technical support required to adequately maintain the ePCR System post implementation.
- L) Training. Offeror shall provide an overview describing the recommended approach to training services, including customization of the Offeror’s existing training presentations or written materials addressing modifications, configurations and procedures, employing the State’s terminology.

3.1.6. Additional Capabilities and Application Development Plans

- A) The Offeror’s System shall have certain “modules” available to allow for further growth of the EMS data collection system. These modules will be available for use by EMSOPs that have needs greater than the base State system that makes up the statewide ePCR data collection system. These additional modules shall be made available at the request and expense of the EMSOPs based on their organization’s needs.
- B) The Offeror shall describe and document the future plans, blueprint or roadmap of product development for its System and note how those developments may be beneficial to MIEMSS’ long term goals and intentions.

3.1.7. Submit a draft Project Management Plan (PMP) that conforms to the requirement as stated in the RFP Section 2.5.

- 3.1.8. Submit a draft Project Implementation Plan and Baseline Schedule (PIPBS) that conforms to the requirement as stated in the RFP Section 2.5.4. The Baseline Schedule shall be submitted in Microsoft Project in both printed and electronic form.
- 3.1.9. Submit a list of assumptions used in the development of the technical proposal and a risk analysis that reflects potential barriers to successful project completion.
- 3.1.10. Submit the Offerors proposed Service Level Agreement (SLA) for maintenance and support, conforming to the requirements in RFP Section 2.3.
- 3.1.11. Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
 - A) An overview of the Offeror's experience providing ePCR System services similar to those included in this RFP. This description shall include:
 - A.i) Experience with serving multiple EMS Agencies with a population of thirty thousand (30,000) or more EMS providers.
 - A.ii) Detailed description of ePCR software systems provided to existing customer base.
 - A.iii) The number of years the Offeror has provided these services.
 - A.iv) The number of clients and geographic locations the Offeror currently serves.
 - B) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:
 - B.i) The State contracting entity
 - B.ii) A brief description of the services/goods provided
 - B.iii) The dollar value of the contract
 - B.iv) The term of the contract
 - B.v) The State employee contact person (name, title, telephone number and if possible e-mail address)
 - B.vi) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

- B.vii) The Procurement Officer or a designee will contact the identified State agencies or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.
- C) An organization chart of the Offeror showing all major component units, which component(s) shall perform the requirements of this Contract, where the management of this Contract shall fall within the organization, and what corporate resources, shall be available to support this Contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key project management personnel (See RFP Section 2.4 for requirements) directly involved with services rendered under this Contract along with their resumes.
- D) References. References of three (3) of its government customers. Provide the following information for each client reference:
 - D.i) Name of Client Organization.
 - D.ii) Name, title, and telephone number of Point-of-Contact for client organization.
 - D.iii) Value, type, and duration of contract(s) supporting client organization.
 - D.iv) The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of inmates serviced by commissary operations.
 - D.v) An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.
- E) Financial Information: Financial Capability and Insurance: The Offeror shall include the following:
 - E.i) Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
 - E.ii) A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
 - E.ii.a) Carrier (name and address)
 - E.ii.b) Type of insurance
 - E.ii.c) Amount of coverage
 - E.ii.d) Period covered by insurance

E.ii.e) Exclusions

- E.iii) Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- E.iv) Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal: Check that the attachments are labeled correctly.
- E.v) Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).
- E.vi) Completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- E.vii) Completed MBE Participation Schedule (Attachment D-2)
- E.viii) Completed Technical Requirements Document (Attachment K)
- E.ix) Completed Living Wage Affidavit (Attachment E)
- E.x) Completed Financial Proposal (Attachment F)

3.2 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, nine bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal.

The Financial Proposal must contain all price information in the format specified in Attachment F. The Offeror shall use the MIEMSS supplied financial proposal file as the basis of their proposal.

3.2.1. Notes:

- A) Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal
- B) Please note there is not a price associated with every requirement in the RFP but also note this is a fixed price contract. The prices for all but optional services are all inclusive and encompass all work requirements in the RFP. That means the priced deliverables should include pricing factors for all Contract requirements. Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one

transmittal letter is needed and it does not need to be bound with the technical proposal.

SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

- 4.1.1. Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror whose proposal is most advantageous to the State, considering price, technical and creative factors set forth herein.

4.2 Technical Criteria

- 4.2.1. The criteria to be applied to the Technical Proposal are listed below in descending order of importance:
- A) Capability and approach to satisfying the Scope of Work Requirements as enumerated in Section 2 and Attachment K.
 - B) Offeror Experience, Capabilities, Resources and Past Performance (Section 3.1.11)
 - C) Input from end users after demo evaluation of the System (Section 4.2.2, following)
- 4.2.2. Technical Review and Selection of “Most Promising” Proposals.
- 4.2.3. Notification of Vendor(s) selected for Presentation, Demonstration, and Hands-on Review: The EMS Data Collection and Reporting System review team will select the most technically qualified response proposals based only on technical criteria (financial proposal will not be reviewed at this time).
- A) It is the intent of the Agency to notify of selected vendors will be made within seven days of proposal submission deadline.
 - B) Vendors will be given one week to prepare their presentation.
 - C) MIEMSS will host the presentation at 653 W. Pratt Street, Baltimore, Maryland, 21201 on that pre-selected date.
 - D) Notification to this feature will be made to the Maryland EMS community at the release of the RFP and a final date/time will be announced 2 weeks prior to the demonstration date.
- 4.2.4. Selected Vendor User Presentation, Demonstration, and Hands-on Review Format
- A) Each vendor will be given 1 hour to present their product demonstration.
 - B) Presentations will be based upon the generic (off-the-self) version of their proposed software solution. No customization to the Maryland data set will be made/presented.

- C) Each vendor must provide 3 hardware stations with demonstration software for Maryland EMS representatives to test and review application. Allowance for 6, 10 minute sessions per station should be anticipated. At least one desk-top and one mobile solution should be offered.

4.2.5. Software solution Evaluations

- A) Printed EMAIS[®] PCRs will be provided to all user representatives to enter in Offeror's system.
- B) Instructions on evaluation points (flow, appearance, timeliness, unique features) will be provided for standardized review.
- C) An evaluation form will be prepared for each representative to provide both objective and subjective feedback.

4.2.6. Agency Demonstration and Hands-on Review

- A) Each vendor will present their product demonstration to the Agency Technical Evaluation Committee and answer technical questions.
- B) MIEMSS will determine the required time and schedule for Agency Demonstration and Hand-on Review.
- C) Presentations will be based upon the generic ("out-of-the-box") version of their proposed software solution. No customization to the Maryland data set will be made or presented.
- D) Each Offeror shall provide 3 hardware stations with demonstration software for Maryland EMS representatives to test and review the System. The Offeror should be prepared to demonstrate and discuss all aspects of the proposed ePCR System as described in this RFP.

4.2.7. Evaluation Feedback for Final Vendor Selection

- A) Agency User Review and Feedback of the Electronic Patient Care Reporting System, following Selected Vendor Presentation, Demonstration, and Hands-on Review.
- B) Agency Demonstration and Hands-on Review
- C) The EMS Data Collection and Reporting System review team will review compiled evaluations to finalize the technical score.
- D) Financial review will then be conducted for a final scoring and selection.

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment F.

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal Base of Operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1. General Selection Process

Contracts will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's Financial Proposal will be returned unopened.

4.5.2. Selection Process Sequence

- A) The first step in the process will be an evaluation for technical merit. During this review, oral presentations and discussions may be held, but they are not required to be held, and, if held, need not be held with all Offerors. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the

delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

- B) Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- C) The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal. Such discussions are not required and need not be held with all Offerors.
- D) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3. Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contracts to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical valuation factors and price factors as set forth in this RFP.

ATTACHMENT A – CONTRACT

EMS Data Collection and Reporting System

Contract

THIS CONTRACT (the “Contract”) is effective the _____ day of _____, 2010 by and between

_____ and the **STATE OF MARYLAND**, acting through the **MARYLAND INSTITUTE FOR EMERGENCY MEDICAL SERVICES SYSTEMS (“MIEMSS”)**.

In consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 DEFINITIONS

- 1.1 “Computer System” means MIEMSS’ computer hardware, networks, software and all integrated and stand alone components thereof.
- 1.2 “Contract” refers to this Contract between the State and Contractor.
- 1.3 “Contract Administrator” means the administrator designated by MIEMSS. The Contract Administrator is Dave Balthis, MIEMSS’ Chief of Information Technology and Communications. MIEMSS may change the Contract Administrator at any time by written notice.
- 1.4 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.5 “Contractor’s Personnel” means Contractor’s employees or authorized agents.
- 1.6 "Documentation" means the administrator and user manuals and any other material provided by Contractor with the EMS Data Collection and Reporting System, whether supplied as printed material or supplied electronically.
- 1.7 “EMS Data Collection and Reporting System (sometimes hereinafter referred to as the System)” means the web-based data collection, management, and reporting system which is the subject of the RFP.

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- 1.8 “Financial Proposal” means the Contractor’s Financial Proposal dated ____.
- 1.9 “Intellectual Property” means all inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business.
- 1.10 “State Data” means (a) all data, fields, formats and files that are (i) provided by MIEMSS or an EMSOP to the Contractor or a Contractor Agent or otherwise made available to the Contractor or a Contractor Agent in connection with this Contract, (ii) migrated into, posted on or inputted into the System, or (ii) collected, processed, stored, transferred, created, displayed, analyzed or reported in the operation of the System and (b) all reports, compilations, aggregations, abstracts, summaries and analyses of any of the foregoing.
- 1.11 “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any right, existing under the law of any country, or under any treaty.
- 1.12 “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Procurement Officer is Sherry Alban, MIEMSS’ Finance Director. MIEMSS may change the Procurement Officer at any time by written notice.
- 1.13 “RFP” means the Request for Proposals for the purchase and implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System, Number D53B0400003, and any amendments thereto issued in writing by the State.
- 1.14 “State” means the State of Maryland.
- 1.15 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.
- 1.16 “EMS Operational Program (EMSOP)” means a jurisdictional EMS operational program; or an institution, agency, corporation, or other entity that is licensed by the State as a commercial service under Education Article, §13-515, Annotated Code of Maryland.

2 SCOPE OF WORK.

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- 2.1 The Contractor shall provide hardware, software, implementation support, and training services to implement the System (collectively, the “Services”). The Services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed Exhibits prevailing over later listed Exhibits:

Exhibit A – RFP

Exhibit B – Technical Proposal

Exhibit C – Financial Proposal

- 2.1.1 The Contract Affidavit attached to the RFP hereto as Attachment C is incorporated by reference herein.
- 2.1.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.1.3 The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

3 ACCEPTANCE OF DELIVERABLES

- 3.1 Contractor will complete delivery of the System and required documentation within 120 days of the award of this Contract.
- 3.2 The acceptability of any deliverable hereunder shall be determined in the sole discretion of the Contract Administrator, based upon the application of commercially reasonable standards.

4 TIME FOR PERFORMANCE

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- 4.1 This Contract shall be effective on the date of approval by the Board of Public Works and shall end June 30, 2016. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Contract Administrator.

5 CONSIDERATION AND PAYMENT

- 5.1 In consideration of the satisfactory performance of the work and services described in Section 2.1 above, upon acceptance of the work by the Contract Administrator and written notification of that acceptance to the Procurement Officer, the State shall pay the Contractor a percentage of the total contract price upon completion and acceptance of the milestones and deliverables enumerated in section 2.6 of the RFP on the following schedule:

Planning	20%
Staging	40%
Deployment	20%
Implementation	20%

- 5.2 In consideration of the satisfactory provision of System Support described in the RFP Section 2, the State shall pay Contractor the following annual fees payable within 30 days of the beginning of each software support renewal period:
- 5.2.1 Year 1 the calendar year commencing upon the date the Contract Administrator notifies the Procurement Officer in writing that Contractor's Implementation milestone is complete and acceptable: no charge;
- 5.2.2 Years 2 and 3: \$.....
- 5.2.3 Years 4 and 5: \$.....
- 5.3 Contractor shall invoice against the State of Maryland Purchase Order which will accompany the executed contract. Payments from State of Maryland agencies or non-State of Maryland government entities to Contractor shall be made no later than thirty (30) days after the requesting State agency or non-State of Maryland government entity's receipt of a proper invoice for services provided by Contractor, acceptance by the Contract Administrator of services provided by Contractor, and pursuant to the conditions outlined in this Contract.
- 5.4 Each invoice for services rendered shall include Contractor's Federal Tax Identification Number which is **Tax ID # XXXXXXXX**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Administrator. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 5.5 Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State's Comptroller's Office grants Contractor an exemption.

6 [INTENTIONALLY OMITTED]

7 INDEMNIFICATION

- 7.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 7.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract
- 7.3 The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 7.4 This Section 7 survives the termination of this Contract for any liability arising within the period of the statute of limitations associated with such liability.

8 PATENTS, TRADEMARKS, AND COPYRIGHTS

- 8.1 If Contractor furnishes any software, design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 8.2 Contractor shall report to the Contract Administrator, promptly and in written detail, each notice or claim of copyright infringement received by Contractor with respect to all things delivered under this Contract.
- 8.3 Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.
- 8.4 If any products furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option and expense:

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a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

9 OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY.

9.1 Developed Materials

9.1.1 The State shall own all right, title, and interest, including all intellectual property associated therewith, in and to all designs, specifications, software, procedures, files, data and documentation that are designed, developed, installed, enhanced or improved with any funds provided by the State, regardless of the source, pursuant to this Contract (**“Developed Materials”**).

9.1.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and Services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and shall cooperate reasonably with the State in effectuating and registering any necessary assignments.

9.1.3 The State hereby grants to the Contractor a non-exclusive, royalty-free, irrevocable and perpetual license to reproduce and otherwise use (and authorize others to reproduce and otherwise use) the Developed Materials for any purpose; provided that such license is at all times subject to the nondisclosure and confidentiality provisions of this Contract. For the avoidance of doubt, the license set forth in this Section does not apply to any State Data and no rights or licenses with respect to State Data are granted herein.

9.1.4 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

9.2 Contractor Materials.

9.2.1 All designs, specifications, software, procedures, files, data and documentation (a) that were owned by or licensed to the Contractor as of the Effective Date and were developed or licensed without the use of any funds provided by the State, regardless of source, (b) of which the Contractor acquired ownership or license rights after the Effective Date without the use of any funds provided by the State, regardless of source, and which are

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not Developed Materials, and (c) that were developed by or on behalf of the Contractor after the Effective Date without the use of any funds provided by the State, regardless of source, and which are not Developed Materials (items (a) through (c) collectively, the **“Contractor Materials”**) shall be and shall remain the property of Contractor. The Contractor Materials are licensed pursuant to Section 9.2.2 below and are not part of the materials licensed pursuant to Section 9.1.3 above or part of the Developed Materials (as hereinafter defined).

- 9.2.2 The Contractor hereby grants to the State a non-exclusive, royalty-free, irrevocable and perpetual license to use the Contractor Materials. For the avoidance of doubt, the license to the Contractor Materials set forth in this Section permits the State to authorize one or more third parties (including any EMSOP and/or successor contractors) to use the Contractor Materials solely in conjunction with the State’s EMS Data Collection and Reporting System (including the installation, integration, testing, deployment, maintenance and operation of the System); provided that any such third party must acknowledge in writing to the State that: (a) it will maintain all Contractor Materials as confidential; (b) all Contractor Materials are proprietary to Contractor; and (c) the Contractor Materials will only be used in connection with State’s program (including the installation, integration, testing, deployment, maintenance and operation of the System).

9.3 **Third Party Materials**

- 9.3.1 All designs, specifications, software, procedures, files, data and documentation licensed from a third party that will be used in connection with the System (collectively, **“Third Party Materials”**) shall be and shall remain the property of their respective third party licensors. The Contractor shall be responsible for negotiating and obtaining the required rights and licenses to the Third Party Materials used in connection with the System. In the event Contractor is unable to negotiate and obtain all such rights to a particular item of Third Party Materials, the Contractor shall so notify the Contract Administrator in writing of its inability to obtain for the State such rights and the cost and viability of any other designs, specifications, software, procedures, files, data and documentation that can perform the requisite functions and with respect to which the Contractor has the ability to obtain such rights.
- 9.3.2 The Contractor shall not introduce any Third Party Materials into the System unless (a) such Third Party Materials are provided at established catalog or market prices and sold or leased to the general public, (b) the Contractor has provided the State with a complete and correct copy of all license terms applicable to such Third Party Materials, including all price and payment provisions related thereto, and (c) the State has approved such license terms in writing. The Contractor shall not, without the State’s written permission, modify any Third Party Materials in any manner for use in the System.
- 9.3.3 With respect to any such State-approved Third Party Materials, unless otherwise agreed by the State in writing, Contractor shall (a) pay all license, maintenance, support and other fees for the Third Party Materials during the term of this Contract, and (b) verify in writing that the State and its designees have the right to obtain or renew the licenses for

the Third Party Materials and purchase ongoing maintenance and support for such Third Party Materials, in each case on commercially reasonable terms.

- 9.3.4 Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of this Contract, maintain any and all Third-Party Materials that are software products at their most current version or no more than one version back from the most current version and no additional charge.
- 9.3.5 If the State is not named as the licensee under the applicable license agreement for any Third Party Materials that are to be used in connection with the System then, upon expiration or termination of this Contract for any reason, the Contractor shall do one of the following at its option and expense:

- 9.3.5.1 Transfer and assign to the State the licenses for the Third Party Materials being used in the System as of the effective date of such expiration or termination,
- 9.3.5.2 Grant the State a non-exclusive, royalty-free, and irrevocable sublicense to Use such Third Party Materials in connection with the State's EMS operations (including the installation, integration, testing, deployment, maintenance and operation of the System), or
- 9.3.5.3 Obtain from the third party licensor a license for the State to Use such Third Party Materials on the terms set forth in Section 9.3.1 above in connection with the State's EMS operations (including the installation, integration, testing, deployment, maintenance and operation of the System).

9.4 Records of Materials Used in the EMS Data Collection and Reporting System.

- 9.4.1 The Contractor, as part of the Services provided hereunder, shall compile and, as changes are made, update a list of the Contractor Materials, Third Party Materials and Developed Materials in use in the System. The Contractor shall provide the State with a copy of such list (a) at contract initiation and on a monthly basis during the term of this Contract, and (b) within five (5) business days of receipt of the State's written request.
- 9.4.2 Contractor agrees to deliver to the State a usable, then-current copy of (a) the object code for all Contractor Materials, Developed Materials and Third Party Materials, (b) the source code for all Developed Materials, (c) the source code for all Third Party Materials if such source code was made available to the Contractor by the third party licensor, (d) State Data, and (e) any other designs, specifications, software, procedures, files, data and documentation constituting the System in each case (i) on the date of expiration or termination of this Contract, and (ii) within fifteen (15) days from the receipt of a written request by the State. Such requests may be made by the State at any time prior to the expiration of this Contract and for a period of three years thereafter.

9.5 STATE DATA.

- 9.5.1 All State Data is and shall remain the exclusive property of the State.

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9.5.2 The Contractor shall not, and shall ensure that the Contractor Agents do not (a) use State Data for any purpose other than in connection with the State's EMS Data Collection and Reporting System project (including the development, maintenance and/or operation of the System), (b) disclose, sell, assign, lease, or otherwise provide any State Data to any third party without the prior written approval of the Contract Administrator, or (c) commercially exploit State Data in any way.

9.5.3 All files containing State Data shall be returned to the State by the Contractor at the expiration or termination of this Contract or upon demand by the Contract Administrator. In addition, the Contractor shall ensure that the media upon which such files are stored are prominently marked or inscribed so as to evidence the ownership of State Data by the State.

9.6 Press Releases

9.6.1 Press releases or other similar public communication by the Contractor relating to this Contract shall be approved in advance by the Contract Administrator, which approval shall not be unreasonably withheld.

9.7 Federal Rights.

9.7.1 The United States of America shall have such rights to the software and all other materials as are prescribed by federal law for materials developed with Federal funds of the type which fund part of the consideration for this Contract.

10 SOURCE CODE ESCROW.

10.1 Upon Final Acceptance of the System, the State and Contractor hereby agree to enter into the standard source code escrow agreement with Iron Mountain, the form of which is attached hereto as Contract Attachment 2 (the "Escrow Agreement") with the Contractor paying the setup fee and the account fee – including escrow management center access, and the State paying the beneficiary fee including escrow management center access. The terms and conditions of the Escrow Agreement will control all aspects related to source code of the System. The Escrow Agreement shall be renewed each year unless and until the Contractor and the State agree in writing that it should not be renewed.

11 NONDISCLOSURE AND CONFIDENTIALITY

11.1 Confidential Information means any and all information provided by or made available by the State to Contractor in connection with this Contract, regardless of the form, format, or media on or in which the Confidential Information is provided. Additionally, Contractor and State agree that any information related to the State's operations, technical setup, infrastructure, locations and /or institutions shall be Confidential Information regardless of whether or not contained in a writing marked as such. Any other Confidential Information must be identified by the State and/or marked as such.

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Confidential Information includes, by way of example only, information that Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to this Contract. Notwithstanding anything herein to the contrary, information that is available through sources other than the State shall not be considered to be Confidential Information.

- 11.2 Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by THE STATE except for the sole and exclusive purpose of performing under this Contract. Contractor shall limit access to the Confidential Information to Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under this Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor's Personnel are listed in Section 11.9. Each individual whose name appears in Section 11.9 shall execute a copy of the non-disclosure agreement which is Contract Attachment 1 hereto. Contractor shall update Section 11.9 by adding additional names as needed, from time to time, and shall have such additional individual execute the non-disclosure agreement which is contract Attachment 1 hereto.
- 11.3 Contractor may disseminate any Confidential Information to non-employee agents who are assisting in Contractor's performance of this Contract or who will otherwise have a role in performing any aspect of this Contract, provided each such agent executes the non-disclosure agreement which is Contract Attachment 1.
- 11.4 Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
 - 11.4.1 Contractor shall promptly advise THE STATE in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's present and former employees and agents. Contractor shall, at its own expense, cooperate with THE STATE in seeking injunctive or other equitable relief against any such person(s). If Confidential Information is required to be disclosed by the Contractor by law, regulation, governmental or regulatory authority, such Confidential Information may be disclosed pursuant to such requirement so long as the Contractor provides THE STATE with written notice of the disclosure, to the extent such notice is permitted by law, within a reasonable time after receipt of notice of the required disclosure and, upon request of THE STATE, shall seek to obtain confidential treatment of such information.

- 11.5 Contractor shall, at its own expense, return to the State all copies of the Confidential Information in its care, custody, control or possession upon request of the State or on termination of this Contract.
- 11.6 Contractor acknowledges that any failure by Contractor or Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from Contractor and Contractor's Personnel for a failure to comply with the requirements of this Section 11. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are directly attributable to any failure by Contractor or any of Contractor's Personnel to comply with the requirements of this Section 11, Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 11.7 Contractor and each of Contractor's Personnel who receive or have access to any Confidential Information shall execute the agreement which is Contract Attachment 1 hereto and Contractor shall provide originals of such executed Agreements to the State.
- 11.8 The following is an initial list of Contractor's employees and agents who will be given access to the confidential information, which may be supplemented by Contractor as needed in the future:

Printed Name and Address of Individual	Employee (E) or Agent (A)	Signature	Date Signed
_____	E	_____	_____

_____	E	_____	_____

_____	E	_____	_____

_____	E	_____	_____

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_____	E _____

_____	E _____

12 LOSS OF DATA

- 12.1 In the event of loss of any State Data or records that are in the possession of the Contractor or its subcontractors or agents where such loss is due to the intentional act or omission or negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Administrator. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which Contractor is working hereunder.

13 [INTENTIONALLY OMITTED]

14 LIABILITY

- 14.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

14.1.1 For infringement of patents and copyrights as provided in Section 8 of this Contract;

14.1.2 For all other claims, damages, loss, costs, expenses, suits or actions directly related to this Contract, regardless of the form, Contractor's liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 7 "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 7 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 7.

- 14.2 As provided in this Section, the limitations contained in this Section are the maximum for which this Contractor and its subcontractors are collectively responsible for damages arising as a result of this Contract.

15 NON-HIRING OF EMPLOYEES

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- 15.1 No official or employee of the State, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of Contractor or any entity that is a subcontractor on this Contract.

16 DISPUTES

- 16.1 This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, Contractor shall proceed diligently with the performance of this Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or this Contract, Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under this Contract, Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

17 NONDISCRIMINATION IN EMPLOYMENT

- 17.1 Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

18 CONTINGENT FEE PROHIBITION

- 18.1 Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure this Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

19 NON-AVAILABILITY OF FUNDING

- 19.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of this Contract hereunder will be to discharge both Contractor and the State from future performance of this Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of this Contract. The State shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

20 TERMINATION FOR CAUSE

- 20.1 If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, the State may terminate this Contract by written notice to Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by Contractor shall, at the State's option, become the State's property. The State shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to Contractor, Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

21 TERMINATION FOR CONVENIENCE

- 21.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of this Contract; provided, however, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

22 DELAYS AND EXTENSIONS OF TIME

- 22.1 Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of

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God, acts of the public enemy, acts of the State in either its sovereign or Contractual capacity, acts of another Contractor in the performance of a Contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers.

23 SUSPENSION OF WORK

- 23.1 The State unilaterally may order Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

24 PRE-EXISTING REGULATIONS

- 24.1 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

25 FINANCIAL DISCLOSURE

- 25.1 Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these Contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

26 POLITICAL CONTRIBUTION DISCLOSURE

- 26.1 Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or Contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or Contract, then twice a year, throughout this Contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

27 RETENTION OF RECORDS

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- 27.1 Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to this Contract are to be retained for the entire time provided under this Section. Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by Contractor and its subcontractors under this Contract. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

28 REPRESENTATIONS AND WARRANTIES

- 28.1 Contractor hereby represents and warrants that:
- 28.1.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 28.1.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 28.1.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 28.1.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

29 COST AND PRICE CERTIFICATION

- 29.1 By submitting cost or price information, Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.
- 29.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

30 SUBCONTRACTING; ASSIGNMENT

- 30.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 12 and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

31 [INTENTIONALLY OMITTED]

32 [INTENTIONALLY OMITTED]

33 ADMINISTRATIVE

- 33.1 The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.
- 33.2 **Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Maryland Institute for Emergency Medical Services
Systems
653 West Pratt Street
Baltimore, Maryland 21201
Attention: Dave Balthis

and to

Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, Maryland 21201
Attention: Sherry Alban

If to Contractor: [name and address]

34 COMMERCIAL NONDISCRIMINATION

- 34.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of

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subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 34.2 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 34.3 The contractor shall include the above Commercial Nondiscrimination clauses, or similar clauses approved by the State, in all sub-contracts hereunder.

35 MARYLAND LAW

- 35.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 35.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract.
- 35.3 Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

36 SURVIVAL.

- 36.1 The provisions of this Contract which by their nature extend beyond termination of this Contract will survive termination of this Contract.

37 PAYMENT OF UNDISPUTED AMOUNTS

- 37.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, MIEMSS at its option and in its sole discretion, may take one or more of the following actions: Not process further payments to the contractor until payment to the subcontractor is verified; Suspend all or some of the contract work without affecting the completion date(s) for the Contract work; Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due; Place a payment for an undisputed amount in an interest-bearing escrow account; or Take other or further actions as appropriate to resolve the withheld payment.
- 37.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By: _____ (SEAL)

Printed Name: _____

Title: _____ Date: _____

Witness/Attest: _____

STATE OF MARYLAND

By: Maryland Institute for Emergency Medical Services Systems

By: _____

Title: _____ Date: _____

Witness: _____

Approved for form and legal sufficiency
this _____ day
of _____, 2010.

Assistant Attorney General

APPROVED BY BPW: _____
Date

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CONTRACT ATTACHMENT 1 - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 2010, by and between the State of Maryland ("the State"), acting by and through the Maryland Institute for Emergency Medical Services System ("MIEMSS") and _____ ("Disclosee").

RECITALS

WHEREAS, [insert name of Contractor] ("Contractor") has been awarded a contract (the "Contract") for the EMS Data Collection and Reporting System dated _____, 2010, (the "Contract"); and

WHEREAS, in order for Contractor to perform the work required under the Contract, it will be necessary for the State to provide Contractor and Contractor's employees and agents (collectively the "Contractor's Personnel") including [insert name] ("Disclosee") with access to certain confidential information as specified in writing by the Contract Administrator.

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Disclosee and the State do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to Contractor and/or Disclosee in connection with this Contract, regardless of the form, format, or media on or in which the Confidential Information is provided. Additionally, Disclosee and the State agree that any information related to the State's operations, technical setup, infrastructure, locations and /or institutions shall be Confidential Information regardless of whether or not contained in a writing marked as such. Any other Confidential Information must be identified by the State and/or marked as such. Confidential Information includes, by way of example only, information that Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to this Contract. Notwithstanding anything herein to the contrary, information that is available through sources other than the State shall not be considered to be Confidential Information
2. Disclosee shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract.
3. Disclosee hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from

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inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

4. Disclosee shall promptly advise the State in writing if Disclosee learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or Contractor's former Personnel.
5. Disclosee shall return to the State, all copies of the Confidential Information in Disclosee's care, custody, control or possession upon request of the State or on termination of the Contract.
6. A breach of this Agreement by Disclosee shall constitute a breach of the Contract between Contractor and the State.
7. Disclosee acknowledges that any failure by Disclosee to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, Disclosee agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. Disclosee consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from Disclosee for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by Disclosee to comply with the requirements of this Agreement, Disclosee shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
8. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of Disclosee under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

- f. The Recitals are not merely prefatory but are an integral part hereof.
9. The provisions of this Agreement which by their nature extend beyond termination of this Agreement will survive termination of this Agreement.

[contractor]

State of Maryland by

The Maryland Institute for Emergency Medical
Services Systems:

By:

By: _____ (SEAL) _____ (SEAL)

[Disclosee]

Printed Name and Title _____

Date: _____

Date: _____

CONTRACT ATTACHMENT 2 - ESCROW AGENT AGREEMENT

THREE-PARTY MASTER DEPOSITOR

ESCROW SERVICE AGREEMENT

Master Deposit Account Number: _____

1. **Introduction.**

This Escrow Service Agreement (the “**Agreement**”) is entered into by and between [contactor], (“**Depositor**”) and its affiliates and subsidiaries, and by any additional party enrolling as a “**Beneficiary**” upon execution of the Acceptance Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) on this ___ day of _____, 2010 (the “**Effective Date**”). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a “Party” or collectively as the “Parties” throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto (“**Services**”). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities and Representations.**

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary’s request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain’s performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain’s use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain

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had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12%

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per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The initial “**Term**” of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (each a “**Renewal Term**”) and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. If the Effective Date is not specified in the Introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

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- (c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and

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other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("**Authorized Person(s)**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

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- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.
- (u) Affiliates. "**Affiliates**", as used herein, shall mean those entities controlled by, or under common control with, a Party to this Agreement. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty (50%) ownership interest in a partnership or other business entity. It is the intention of the parties (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be a third party beneficiary of this Agreement.

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Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "**Agreement**"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

**IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

**NOTE: AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION
TABLE FOLLOW ON THE NEXT PAGE**

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED

EXHIBIT A - Escrow Service Work Request - Deposit Account Number: _____

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<input type="checkbox"/> Add Deposit Usability Test – Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work (“SOW”) prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C “Release of Deposit Materials” the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY		MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD			<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape			<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape			<input type="checkbox"/> Hard Drive / CPU	
			<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):
 - (i) Depositor’s breach of the license agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; provided such breach is established by (A) a written decision of a court of law for which the time to appeal has expired, (B) a written arbitration or mediation decision, (C) the written consent of the Depositor; or
 - (ii) Failure of the Depositor or Depositor’s successor to function as a going concern or operate in the in the ordinary course; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has *not* occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: _____

Auxiliary Account Number _____

[contractor] (“**Depositor**”), and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Escrow Agreement (“**Agreement**”). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts (“**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: HC Standard (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent.

Beneficiary hereby agrees to be bound by all provisions of such Agreement.

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

Request for Proposals:

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All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q

Escrow Deposit Questionnaire

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow? A web based resource status tracking and management application.
2. On what media will the source code be delivered? CD-ROM
3. What is the size of the deposit in megabytes? Approximately 237 MB

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.) A fairly typical PC can be used. Approx 512MB RAM and 500MB available HD.
2. How many machines are required to completely set up the software? 1
3. What are the software and system software requirements, to execute the software and verify correct operation? Microsoft's IIS and SQL Server.

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) All deposits will be raw source code.
2. How many build processes are there? 1
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables? 0
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.) Same as execution, approx 512MB RAM and 500MB available HD.
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version? Microsoft Windows XP. Can be compiled with Windows Server 2003.
6. How many separate deliverable components (executables, share libraries, etc.) are built? 14
7. What compilers/linkers/other tools (brand and version) are necessary to build the application? Microsoft Visual Studio 2005
8. What, if any, third-party libraries are used to build the software? None.
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated? A build takes approximately 30 minutes to complete and no human interaction is required (other than to initiate the build)
10. Do you have a formal build document describing the necessary steps for system configuration and compilation? Yes
11. Do you have an internal QA process? Yes If so, please give a brief description of the testing process. Our internal testing is a mix of manual and automated (nUnit) testing procedures.

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at **978-667-3601 ext. 100** or by e-mail at verification@ironmountain.com

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or

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conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

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(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;

- (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____
Address: _____

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the State of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that

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this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(title) and the duly authorized representative of _____(business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:_____ Address:_____.

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the State of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____ (Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

COMAR 21.11.03 Provides maximum Contracting opportunities be extended to certified minority business enterprises, and establishes.

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals (RFP). MBE performance shall be in accordance with this Exhibit, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Contractors shall:

- ☐ Identify work areas for subcontracting
- ☐ Solicit minority business enterprises through written notice or personal contact
- ☐ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ☐ Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOAL AND SUB GOALS

Is the below box supposed to be checked?

☐

An MBE subcontract participation goal of 0% percent of the total Contract dollar amount for each Service Category has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises

OR

☐

An overall MBE subcontract participation goal of ____ percent of the total Contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total Contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total Contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the Contract will be performed by certified minority business enterprises as specified.

- ◆ A prime Contractor — including an MBE prime Contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2))

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

- ◆ A prime Contractor comprising a joint venture that includes MBE partner(s) shall accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror shall include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
 - a. **COMAR 21.11.03.09C(5) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
 - b. **COMAR 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

MBE REPORTING INSTRUCTIONS

Prime Contractor shall:

1. Submit by the 15th of each month to MIEMSS a separate report (Attachment D-5) for each Subcontractor. The report shall list:
 - a) all payments made to the MBE subcontractor during the previous 30 days
 - b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to MIEMSS a report (Attachment D-6) that identifies the prime Contract. The D-6 report shall list:
 - a) all payments received from the Prime Contractor during the previous 30 days; *and*
 - b) any outstanding invoices to include number and date, and the invoice amount.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants shall be retained by the Contractor and furnished to the Procurement Officer on request.**
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor shall retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.**
5. At the option of the Procurement Agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer)
- D-2 MBE Participation Schedule (shall be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the MBE subcontractor)

ATTACHMENT D-1
Certified MBE Utilization and Fair Solicitation
Affidavit

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award. (COMAR 21.11.03.09C(5) and 21.11.03.09C(6))

In conjunction with the bid or offer submitted in response to Solicitation No _____ I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____% percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. *I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.*
3. *I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.*
4. I understand that if I am notified that I am the apparent awardee, I shall submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

Request for Proposals:
Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

ATTACHMENT D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

ATTACHMENT D-3
Outreach Efforts Compliance
Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _____. I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these Subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

_____ Bidder/Offeror Name	By:	_____ Name
_____ Address		_____ Title
		_____ Date

ATTACHMENT D-4
Subcontractor Project Participation
Statement

Submit one form for each MBE
Listed on the MBE Participation Schedule

Provided that _____ is awarded the State Contract in conjunction with
(Prime Contractor Name)

Solicitation No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a Contract by which Subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

ATTACHMENT D-5

This form is to be completed monthly by the prime contractor.

Maryland Institute for Emergency Medical Services Systems Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were provided.	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Contractor:		Contact Person:																	
Address:																			
City:		State:	ZIP:																
Phone:	FAX:																		
Subcontractor Name:		Contact Person:																	
Phone:	FAX:																		
Subcontractor Services Provided:																			
List all payments made to MBE Subcontractor named above during this reporting period: <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Invoice#</u></th> <th style="text-align: left;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____		<u>Invoice#</u>	<u>Amount</u>	1.		2.		3.		List dates and amounts of any outstanding invoices: <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Invoice #</u></th> <th style="text-align: left;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____		<u>Invoice #</u>	<u>Amount</u>	1.		2.		3.	
<u>Invoice#</u>	<u>Amount</u>																		
1.																			
2.																			
3.																			
<u>Invoice #</u>	<u>Amount</u>																		
1.																			
2.																			
3.																			

**If more than one MBE Subcontractor is used for this Contract, you shall use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer
 Maryland Institute for Emergency Medical Services Systems
 653 West Pratt Street
 Baltimore, MD 21201
 Salban@miemss.org

Signature: _____ Date: _____

*Request for Proposals:
Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System*

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:																															
Address:																															
City:	State: Maryland	ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 5%;"></th> <th style="text-align: left; width: 45%;"><u>Invoice Amt</u></th> <th style="text-align: left; width: 50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 5%;"></th> <th style="text-align: left; width: 45%;"><u>Invoice Amt</u></th> <th style="text-align: left; width: 50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid: \$ _____																															
Prime Contractor: _____ Contact Person: _____																															

****Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Maryland Institute for Emergency Medical Services Systems 653 West Pratt Street Baltimore, MD 21201 Salban@miemss.org

Signature: _____ Date: _____

*Request for Proposals:
 Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System*

ATTACHMENT E – LIVING WAGE REQUIREMENTS & AFFIDAVIT

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- _____ Bidder/Offeror is a nonprofit organization
- _____ Bidder/Offeror is a public service company
- _____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- _____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- _____ All employee(s) proposed to work on the contract will spend less than one-half of the employee's time during every work week on the State contract;
- _____ All employee(s) proposed to work on the contract will be 17 years of age or younger during the duration of the contract; or
- _____ All employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized

Representative:_____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

ATTACHMENT F – FINANCIAL PROPOSAL FORM

Included as a separate Excel document.

ATTACHMENT G – OFFEROR NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2010, by and between the State of Maryland ("the State"), acting by and through the Maryland Institute for Emergency Medical Services System (“MIEMSS”) and _____ (“Disclosee”).

RECITALS

WHEREAS, [insert name of Individual] (“Disclosee”) requires access to confidential State data in order to respond to the RFP;

NOW, THEREFORE, in consideration of being given access to Confidential Information in connection with the RFP and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to Disclosee in connection with the RFP, regardless of the form, format, or media on or in which the Confidential Information is provided. Additionally, Disclosee and the State agree that any information related to the State’s operations, technical setup, infrastructure, locations and /or institutions shall be Confidential Information regardless of whether or not contained in a writing marked as such. Any other Confidential Information must be identified by the State and/or marked as such. Confidential Information includes, by way of example only, information that Disclosee views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the RFP. Notwithstanding anything herein to the contrary, information that is available through sources other than the State shall not be considered to be Confidential Information
2. Disclosee shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of responding to the RFP.
3. Disclosee hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
4. Disclosee shall promptly advise the State in writing if Disclosee learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Disclosee or others.

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

5. Disclosee shall return to the State, all copies of the Confidential Information in Disclosee's care, custody, control or possession upon request of the State or notification of the award of a contract under the RFP or the rejection of any proposal submitted by Disclosee or Disclosee's employer.
6. Disclosee acknowledges that any failure by Disclosee to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State of Maryland (State) and that monetary damages may be inadequate to compensate the State and for such breach. Accordingly, Disclosee agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. Disclosee consents to personal jurisdiction in the Maryland State Courts. the State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from Disclosee for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by Disclosee to comply with the requirements of this Agreement, Disclosee shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
7. The parties further agree that:
 - g. This Agreement shall be governed by the laws of the State of Maryland;
 - h. The rights and obligations of Disclosee under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - i. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - j. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - k. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

1. The Recitals are not merely prefatory but are an integral part hereof.

[Disclosee]

**Maryland Institute for Emergency Medical
Services Systems:**

By:

By: _____(SEAL)

[individual with confidential data access]

Printed Name and Title_____

Date: _____

Date: _____

**ATTACHMENT H – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION
REQUEST FORM**

State of Maryland
Comptroller of Maryland

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--

--	--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

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Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

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Account number

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 Checking

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 Money Market

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 Savings

Account type

Format Desired: _____ **CCD** _____ **CCD+** _____ **CTX*** (Check one.)

***Note – There may be a charge to you by your bank with this format.**

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

A VOIDED CHECK from the bank account shall be attached.

(OVER)

• **Transaction requested:**

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by * _____
(hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and States for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Request for Proposals:

Purchase and Implementation of a Statewide Electronic Patient Care Report and EMS Data Collection System

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.
COT/GAD X-10

ATTACHMENT I – PROCUREMENT OFFICER CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Were an original and three copies of the Vol I-Technical Proposal submitted?		
3.2	Was an electronic version submitted in MS Word or Excel format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol II?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were proposal pages numbered consecutively?		
3.4.2	Was there a letter which transmitted the technical proposal and acknowledged the receipt of addenda. Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
3.4.3	Did the Offeror provide a completed Bid/Proposal Affidavit (Attachment B), Living Wage Affidavit (Attachment E) and Technical Proposal Specification Form (Attachment K) with original of technical proposal? Were all the blocks filled in and was the Affidavit signed?		
3.4.4	Were proposals numbered to match numbering in RFP?		
3.4.4.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the technical proposal? Was confidential information identified after title page of technical proposal?		
3.4.4.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.4.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Attachment A) or any other attachments? (Warning—Exceptions may result in proposal being rejected)		
3.4.4.2	If there are no exceptions, does the executive summary so		

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	state?		
3.4.4.3	Does Offeror Exp & Capabilities info include overview, org chart, 3 references and a list of State of Maryland Contracts currently performing or completed within the last 5 years?		
3.4.5	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements?		
3.4.6	Did the Offeror address each applicable criterion in the Assignment of Account Executive?		
3.4.7-10	Did the Offeror submit financial statements, certificates of insurance, economic benefit factors, and subcontractor info?		
3.5	Were an original and three copies of the Vol II-Financial Proposal submitted?		
3.5	Was an electronic version submitted in MS Word or Excel format for Vol II enclosed in the original copy of the Financial Proposal?		

ATTACHMENT J – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. D53B0400003

**Purchase & Implementation of an Electronic Patient Care
Reporting System for the State of Maryland**

A Pre-Proposal Conference will be held at MIEMSS, on March 4, 2010, beginning at 8:30 at 653 West Pratt Street Baltimore, Maryland 21201, room 212. Please return this form by March 1, 2010 advising whether or not you plan to attend.

Return by fax or e-mail this form to the Procurement Officer:

Sherry Alban
Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, MD 21201
Fax # (410) 706-4768
Salban@miemss.org

Please indicate:

___ Yes, the following representatives will be in attendance:

- 1.
- 2.

___ No, we will not be in attendance.

Signature

Title

ATTACHMENT K – FUNCTIONAL, TECHNICAL, REPORTS AND FORMS REQUIREMENTS

Included as a separate Excel document.

ATTACHMENT L – MIEMSS DATA DICTIONARY

To be provided at the Vendor pre-proposal conference as a separate document.